

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM SOUTH CAROLINA
Workers' Compensation Commission
Andrea C. Roche, Commissioner

WCC File No. 1023143

Case Tracking No: 2013-001896

George Ferguson..... Claimant/Appellant.

v.

New Hampshire Insurance Company,
Carrier for AMERCO/U-HAUL International,
Sean Unterkoefer d/b/a United Stand Moving,
Employer, and the S.C. Workers' Compensation
Uninsured Employers' Fund Defendants/Respondents.

RESPONDENTS' FINAL BRIEF

Kristian C. Bell, Attorney
S.C. Bar No. 76578
Post Office Box 12487
Columbia, South Carolina 29211
(803) 256-2660
(803) 771-4484 (f)
KBell@collinsandlacy.com

ATTORNEYS FOR
RESPONDENTS U-HAUL,
INTERNATIONAL AND NEW
HAMPSHIRE INSURANCE
COMPANY

RECEIVED

JUN 09 2014

SC Court of Appeals

TABLE OF CONTENTS

TABLE OF AUTHORITIES.....	ii
STATEMENT OF ISSUES ON APPEAL	1
STATEMENT OF THE CASE.....	2
STATEMENT OF FACTS	4
STANDARD OF REVIEW	7
LAW/ANALYSIS	
I. Appellant Offered No Evidence of eMove’s Business, Trade or Occupation of Moving.....	8
II. Appellant Failed to Establish an Employment Relationship with United Stand Moving Exists	10
III. Appellant Failed to Establish United Stand Moving Regularly Employed Four or More Employees.....	13
CONCLUSION.....	16

TABLE OF AUTHORITIES

Cases

<u>Crim v. Decorator's Supply,</u> 291 S.C. 193, 352 S.E.2d 528 (1987).....	11
<u>Dawkins v. Capitol Const. Co.,</u> 250 S.C. 406, 158 S.E.2d 651 (1967).....	10
<u>Edens v. Bellini,</u> 359 S.C. 433, 597 S.E.2d 863 (Ct. App. 2004).....	7, 8
<u>Edwards v. Lawton,</u> 244 S.C. 276, 136 S.E.2d 708 (1964).....	9
<u>Glass v. Dow Chemical Co.,</u> 325 S.C. 198, 482 S.E.2d 49 (1997).....	8
<u>Harding v. Plumley,</u> 329 S.C. 580, 469 S.E.2d 29 (Ct. App. 1998).....	15
<u>Hernandez-Zuniga v. Tickle,</u> 374 S.C. 235, 647 S.E.2d 691 (Ct. App. 2007).....	14
<u>Johnson v. Jackson,</u> 401 S.C. 152, 735 S.E.2d 664 (Ct. App. 2012).....	7
<u>McDowell, et al. v. Stilley Plywood Co.,</u> et al., 210 S.C. 173, 41 S.E.2d 872 (1947).....	12
<u>Murray v. Aaron Mizell Trucking Company,</u> 286 S.C. 351, 334 S.E.2d 128 (Ct. App. 1985).....	8, 9
<u>Ost v. Integrated Products, Inc.,</u> 296 S.C. 241, 371 S.E.2d 796 (1988).....	13
<u>Tharpe v. G.E. More Co.,</u> et al, 254 S.C. 196, 174 S.E.2d 397 (1970).....	10, 12, 13
<u>Wilkinson v. Palmetto State Transp. Co.,</u> 382 S.C. 295, 676 S.E.2d 700 (2009).....	10, 11
<u>Young v. Warr,</u> 252 S.C. 179, 165 S.E.2d 797 (1969).....	10

Statutes

S.C. Code Ann. §42-1-130.....	14
S.C. Code Ann. §42-1-360.....	13
S.C. Code Ann. §42-1-400.....	8

Other Authorities

3 Arthur Larson & Lex K. Larson, <u>Larson's Workers' Compensation Law</u> § 61.03 (2000)...	11, 12
--	--------

STATEMENT OF ISSUES ON APPEAL

1. Whether the Court should affirm the Appellant Panel's decision that eMove is not Appellant's statutory employer.
2. Whether the Court should affirm the Appellant Panel's decision that Appellant failed to carry his burden of proving that he was an employee of Sean Unterkoefer d/b/a United Stand Moving.
3. Whether the Court should affirm the Appellant Panel's decision that Appellant failed to carry his burden of proving Sean Unterkoefer d/b/a United Stand Moving employed four or more employees at the time of Appellant's accident.

STATEMENT OF THE CASE

Respondent eMove, Inc. is a wholly owned subsidiary of U-Haul International, Inc. (incorrectly referred to in the case caption as AMERCO/U-Haul International, Inc. d/b/a eMove, Inc.) insured by Respondent New Hampshire Insurance (hereinafter collectively referred to as “Respondents”). This appeal arises out of a workers’ compensation claim filed by Appellant George Ferguson on April 5, 2012, naming Respondent United Stand Moving and eMove, Inc. as Appellant’s employers and New Hampshire Insurance Company and the South Carolina Uninsured Employers’ Fund (“SCUEF”) as insurance carriers. Appellant alleges he suffered injuries to his right shoulder, right hand, right arm and right knee on August 21, 2010, while employed by Sean Unterkoefer d/b/a United Stand Moving. United Stand Moving does not have workers’ compensation insurance.

Respondents filed a Response to Appellant’s Hearing Request on January 12, 2012, denying liability. Appellant filed an Amended Hearing Request on April 5, 2012. Respondents filed a Response to Appellant’s Amended Hearing Request on April 16, 2012. Respondent SCUEF filed its Response to Appellant’s Amended Hearing Request on April 27, 2012. Respondent Sean Unterkoefer did not respond to Appellant’s Hearing Request or Amended Hearing Request.

The case was heard before the Single Hearing Commissioner on July 12, 2012. By order filed November 19, 2012, the Single Hearing Commissioner determined, in pertinent part: (1) Appellant failed to carry his burden of proving he was an employee of Sean Unterkoefer d/b/a United Stand Moving; (2) Appellant failed to carry his burden of proving Sean Unterkoefer d/b/a United Stand Moving regularly employed four or more employees; and (3) eMove was not the statutory employer of Appellant.

Appellant filed an appeal with the South Carolina Workers' Compensation Appellate Panel (hereinafter referred to as "the Panel") on December 30, 2012. The Panel heard arguments on May 20, 2013. By Order dated August 7, 2013, the Panel affirmed the Single Hearing Commissioner's Order *in toto*.

This appeal follows.

STATEMENT OF FACTS

RELATIONSHIP OF THE PARTIES

eMove operates an internet marketplace (movinghelp.com or emove.com) with self-moving options upon which individuals or businesses renting moving trucks (or other “do it yourself” trucks) can search for and hire local moving companies to assist with loading and unloading their belongings. (R. p. 138, line 18; R. p. 140, lines 2-23). eMove serves as nothing more than a forum or referral source upon which an individual or business can search a list of local movers to schedule moving services. eMove is merely a conduit between the consumer and moving company.

Sean Unterkoefer d/b/a United Stand Moving is owned by sole proprietor Sean Unterkoefer. He moved to Myrtle Beach in his early 20s looking for employment. (R. p. 137, lines 21-25). He subsequently formed United Stand Moving and signed up for an account on movinghelp.com to advertise and obtain moving referrals. (R. p. 142 lines 5– 25). Before his account sign-up was complete, he checked a box agreeing to the terms and conditions contained in the “eMove Moving Help - Moving Helper Agreement”. (R. pp. 231-240; R. p. 143, lines 14– 25).

United Stand Moving’s services included loading and unloading, packing and unpacking, cleaning help, and driving help. (R. p. 139, line 5–p. 140 line, 17). Unterkoefer did not have any employees. He mostly worked alone, but found friends “here and there” to help him if he had more than one job at a time. (R. p. 139, lines 8-17). Sean Unterkoefer d/b/a United Stand Moving provided only a labor service to its customers, and therefore, Unterkoefer did not have his own moving truck or equipment. (R. p. 139, lines 11-16). He used the rental moving trucks, blankets, dollies, etc. supplied by his customers. (Id.) He set his own availability

for days and times he could perform moving services. (R. p. 140, lines 5-7). He set his own rates and coverage area. (R. p. 140, lines 8-25). He used eMove for advertising and as a referral source to obtain business. (R. p. 138, lines 3– 25). Unterkoefer paid eMove a 15% marketplace fee for each job he completed in order to continue to use eMove’s website to list his company and obtain referrals. (R. p. 138, lines 11-14).

Unterkoefer was not employed by eMove, or its parent company U-Haul International. (R. p. 140, lines 2-13). Unterkoefer was paid by the customer through direct deposit akin to PayPal®. (R. p. 138, lines 17–25). Customers created accounts on movinghelp.com in which they were able to view a list of local movers, select Unterkoefer’s moving company, the nature of the services needed, and the moving date and time. (R. p. 138, lines 18–25). Upon booking an appointment, the customer submitted their credit card or other payment information and received a payment code. (R. p. 138, lines 17–25).

Once a customer scheduled a service, Unterkoefer received a text notification with the customer’s booking information. (R. p. 157, lines 8-21). Unterkoefer called the customer to verify the time of the job, nature of the job, services requested, date, and time. (R. p. 139, lines 17–25). Unterkoefer and his friends drove their personal vehicles to each location as the customer provided the moving truck. (R. p. 139, lines 24–25; R. p. 147, lines 15–25).

The customer controlled payment for the job at all times. (R. pp. 232-233). When the moving job was completed to the satisfaction of the customer, the customer provided Unterkoefer with the payment code. (R. p.138, lines 17–25). Unterkoefer could only receive payment for his services if the customer gave him their payment code. (Id.; R. pp. 232-233). Unterkoefer could then log on to his movinghelp.com account and enter the payment code for the funds to be released into his account. (R. p. 139, lines 17–25).

APPELLANT'S ALLEGED INJURIES

The parties do not dispute Appellant sustained an injury to his right hand on August 21, 2010, while moving a washing machine down a flight of stairs. Ferguson was admitted to New Hanover Regional Medical Center on August 21, 2010, with a right hand injury. (R. p. 77). No other injuries were noted. (R. pp. 76-81).

Dr. Robert S. Leak of Carolina Bone and Joint Surgery Center performed closed reduction and percutaneous pinning of the right small finger proximal phalanx fracture and metacarpal neck fracture on August 27, 2010. (R. pp. 91-92).

Dr. Matthew D. Welsch of Pee Dee Orthopaedics performed an independent medical examination on March 26, 2012. Dr. Welsch noted the surgical pins placed in Ferguson's hand were removed four to six weeks following his surgery. (R. pp. 112-113). X-rays revealed well-healed fractures and normal MP and IP joints. (R. p. 113). Dr. Welsch diagnosed Ferguson with posttraumatic right small finger MP contracture and extensor tendon scarring with a slight rotational deformity. (Id.) At no time did Ferguson mention right shoulder pain.

The only medical record referencing injury to the right shoulder is nearly two years post-accident on July 5, 2012. (R. p. 114).

STANDARD OF REVIEW

The determination of whether a worker is a statutory employee is jurisdictional, and therefore, the question on appeal is one of law. Edens v. Bellini, 359 S.C. 433, 440, 597 S.E.2d 863, 867 (Ct. App. 2004). “When deciding questions of law, such as this one, this court has the power and duty to review the entire record and decide the jurisdictional facts in accord with its view of the preponderance of the evidence.” Johnson v. Jackson, 401 S.C. 152, 159, 735 S.E.2d 664, 667 (Ct. App. 2012).

LAW/ANALYSIS

I. APPELLANT OFFERED NO EVIDENCE OF eMOVE'S BUSINESS, TRADE OR OCCUPATION OF MOVING.

To determine whether a statutory employment relationship exists, the Court uses three tests based on S.C. Code Ann. §42-1-400. "Owners" are treated as statutory employers for injuries related to activities that:

- (1) are an important part of the trade or business of the employer;
- (2) are a necessary, essential, and integral part of the business of the employer; or
- (3) have been previously performed by employees of the employer.

Glass v. Dow Chemical Co., 325 S.C. 198, 201, 482 S.E.2d 49, 50 (1997). If the activity at issue meets even one of the three tests, the injured worker is a statutory employer of the owner. Edens v. Bellini, 359 S.C. 433, 433, 597 S.E.2d 867, 868 (Ct. App. 2004).

The parties agree test three is unsupported by the evidence in this case. Respondents contend tests one and two are equally unsupported by the evidence because Appellant failed to depose eMove or otherwise obtain evidence regarding eMove's business structure, articles of incorporation, revenue stream, employment structure, service/business options, employee job duties or daily operations. The only evidence in the record indicates eMove merely operates a website serving as a referral source.

The Panel properly found moving individuals' belongings is not eMove's trade, business, or occupation. The Panel properly relied on Murray v. Aaron Mizell Trucking Company, 286 S.C. 351, 334 S.E.2d 128 (Ct. App. 1985), as it is directly on point regarding whether a referral source is an owner and statutory employer of an injured worker. In Murray, the sole issue on appeal was whether the injured worker was the statutory employee of Dean-Dempsey or Roy Davis. The Court of Appeals found Davis, not Dean-Dempsey was the statutory employer

because Dean-Dempsey merely served as a referral source and convenience for Davis. Murray, 286 S.C. at 356, 334 S.E.2d at 131. Similarly, eMove merely provides a convenience to consumers to list local movers on one internet site.

There is no evidence in the record that eMove's business has anything to do with direct moving services. Unlike Davis in Murray v. Aaron Mizell Trucking Company, United Stand Moving was not obligated to perform any work for eMove. The evidence shows Sean Unterkoefer d/b/a United Stand Moving was obligated to perform jobs for the consumers who selected his company and scheduled an appointment for his services. eMove only charged Unterkoefer 15% of any completed job in exchange for listing his company on its website. Appellant would have the Court believe eMove's 15% marketplace fee is indicative of statutory employment because it is "eMove's sole source of revenue." However, there is no evidence in the record to support Appellant's blanket assertion that eMove's marketplace fee is its "sole source of revenue. Edwards v. Lawton, 244 S.C. 276, 278, 136 S.E.2d 708, 709 (1964) ("statements of counsel in oral argument [] should have [a] reasonable foundation in the evidence or in inferences fairly arguable from the evidence.") (Internal citations omitted).

There is no testimony from eMove on its business' revenue sources in the record. In fact there is no testimony from eMove at all because Appellant failed to depose any representative from the company. Appellant's failure to depose eMove is fatal to his statutory employment argument, and therefore, his appeal against eMove.

Although Appellant admittedly sustained an injury to his hand, it is far-reaching and beyond reason to hold a website that simply provided advertising/referral services to the Appellant's alleged employer liable for his injuries. As such, the evidence can only support a determination that eMove is not Appellant's statutory employer.

II. APPELLANT FAILED TO ESTABLISH AN EMPLOYMENT RELATIONSHIP WITH UNITED STAND MOVING EXISTS.

To even reach the issue of statutory employment, Appellant must prove that (1) he was an employee of United Stand Moving and (2) United Stand Moving regularly employed four or more employees. Since there is no evidence in the record to establish eMove as Appellant's statutory employer, eMove does not need to reach the question of whether Appellant is an employee of United Stand Moving. However, United Stand Moving has failed to make an appearance in this case to respond to any of Appellant's allegations. Additionally, eMove has not received a brief or a request for an extension to file the same from the South Carolina Uninsured Employers' Fund. As such, eMove responds to Appellant's additional allegations and contends Appellant similarly failed to meet his burden of proving an employment relationship exists with United Stand Moving.

Appellant concedes all of eMove's employees are located in Arizona; and therefore, does not contend he was a direct employee of eMove. Appellant contends United Stand Moving was his direct employer at the time of his accident. Appellant bears the burden of proving the employment relationship. Dawkins v. Capitol Const. Co., 250 S.C. 406, 410, 158 S.E.2d 651, 653 (1967). The general test in determining the existence of an employer/employee relationship is whether the alleged employer has "the right and authority to control and direct the particular work or undertaking, as to the manner or means of its accomplishment." Young v. Warr, 252 S.C. 179, 189, 165 S.E.2d 797, 802 (1969). In determining the control issue, our courts use four factors: (1) direct evidence of the right or exercise of control; (2) method of payment; (3) furnishing of equipment; and (4) right to fire. Tharpe v. G.E. More Co., et al, 254 S.C. 196, 200, 174 S.E.2d 397, 399 (1970). Each factor is weighed evenly. Wilkinson v. Palmetto State Transp. Co., 382 S.C. 295, 676 S.E.2d 700 (2009).

RIGHT TO CONTROL

Courts universally recognize it is the right of control, not the actual exercise of control that is dispositive. Wilkinson v. Palmetto State Trans. Co., 382 S.C. 295, 299, 676 S.E.2d 700, 702 (2009). This rule does not mean an owner creates an employee/employer relationship with an independent contractor simply because some control is exercised. Id. at 302, 676 S.E.2d at 703. As Professor Larson recognizes, if a right of control of the details of the work goes no further than is necessary to ensure satisfactory end results, it does not establish employment. 3 Arthur Larson & Lex K. Larson, Larson's Workers' Compensation Law § 61.03 (2000). Specifically, Professor Larson states: "An owner, who wants to get work done without becoming an employer, is entitled to as much control of the details of the work as is necessary to ensure that he gets the end result from the contractor that he bargained for." Id. at § 61.03[1]; See also, e.g., Crim v. Decorator's Supply, 291 S.C. 193, 352 S.E.2d 528 (1987).

Appellant's full-time job was as a waiter at Outback Steakhouse. (R. p. 45, line 22– p. 46, line 3). He performed a few jobs for Sean Unterkoefer loading and unloading trucks rented by United Stand Moving between April/May 2010 and August 2010. (R. p. 46, lines 6-10; R. p. 144, lines 13-20). In the few jobs he completed for United Stand Moving, Unterkoefer did not exercise control over the work Appellant performed. (R. p. 144, line 21–p. 145, line 20). Unterkoefer called Appellant with the customer's information and Appellant followed up to complete the job without supervision. (Id.) The date and time of the job was strictly dictated by the customer. (R. p. 139, lines 17–25). Upon completion of the job, Appellant received cash for the entire cost of the job. (R. p. 144, line 21–p. 145, line 20). Unterkoefer did not financially benefit from any job Appellant performed unless Unterkoefer and Appellant performed the job together. (Id.)

METHOD OF PAYMENT

Long standing South Carolina law establishes that paying by the job and/or sharing profits and expenses with the alleged owner, is indicative of independent contractor status, not employee status. McDowell, et al. v. Stilley Plywood Co., et al., 210 S.C. 173, 41 S.E.2d 872 (1947); Tharpe, 254 S.C. at 200, 174 S.E.2d at 399.

Appellant was paid by the job and split his earnings with the number of men in the moving crew on that particular day. (R. p. 144, line 21-p. 145, line 20). As mentioned above, Appellant received cash for the entire cost of the each job and split profits with Unterkoefer when they performed jobs together. (R. p. 144, line 21-p. 145, line 20).

FURNISHING OF EQUIPMENT

Sean Unterkoefer d/b/a United Stand Moving provided a labor service to its customers, and therefore, Unterkoefer did not have his own moving truck or equipment. (R. p. 139, lines 11-16). United Stand Moving did not have a company uniform, nor did United Stand Moving provide Appellant with any equipment. (Id.) Appellant used his own transportation to travel to and from a customer's residence. (R. p. 141, lines 14-19). The moving equipment was provided by the customer. (R. p. 139). The customer rented and picked up a moving truck, which included a dolly and moving pads. (Id.) The equipment was paid for and provided by the customer through its rental agreement with the truck rental company. (R. p. 139).

RIGHT TO FIRE

Our Supreme Court in Tharpe made the following observations citing Larson, "the absolute right to terminate the relationship without liability is not consistent with the concept of independent contract, under which the contractor should have the legal right to complete the project contracted for and to treat any attempt to prevent completion as a breach of contract." Id.

at 201, 174 S.E.2d at 399. Ferguson could decline or refuse to perform a job. (R. p. 50, lines 21-23; R. p. 154, lines 14-17). Equally, Unterkoefer could choose to use someone other than Ferguson on a job. (Id.). There was no set schedule and Ferguson did not work on a consistent basis. (Id.)

Appellant was not an employee of United Stand Moving. He was an independent contractor at best. Appellant himself admitted he would defer to Unterkoefer on whether or not United Stand Moving had any employees. (R. p. 67, line 24–p. 68, line 2). Unterkoefer operated a sole proprietorship in which he performed most of the work and merely asked friends and friends of friends to assist him from time to time. Appellant would have the Court believe an employment relationship exists merely because Appellant assisted Unterkoefer on a few occasions.

The overwhelming weight of the evidence supports the Panel’s determination that Appellant failed to meet his burden of proving he was an employee of United Stand Moving. Therefore, Appellant cannot even reach the question of whether a statutory employment relationship with eMove exists.

III. APPELLANT FAILED TO ESTABLISH UNITED STAND MOVING REGULARLY EMPLOYED FOUR OR MORE EMPLOYEES.

It is axiomatic the threshold question in determining whether a claim is properly before the South Carolina Workers’ Compensation Commission is whether the employer has four or more employees regularly employed in the same business within South Carolina. If not, the employer is exempt. S.C. Code Ann. §42-1-360. It is also well-settled that subcontractors and statutory employees may be included in fulfilling the requirement. Ost v. Integrated Products, Inc., 296 S.C. 241, 371 S.E.2d 796 (1988).

There is no evidence in the record of eMove employing anyone in the State of South Carolina. Moreover, the preponderance of the evidence does not support Appellant's allegation that United Stand Moving was a subcontractor of eMove. Nevertheless, Appellant has the burden of proving eMove's purported subcontractor, United Stand Moving, regularly employed four or more employees. "Regularly employed" means employment of the same number of persons with some constancy throughout a relevant time period. See Hernandez-Zuniga v. Tickle, 374 S.C. 235, 647 S.E.2d 691 (Ct. App. 2007). Unterkoefler performed most of the moving jobs received through eMove.com/movinghelp.com by himself or with his friend David Coates. (R. p. 139, lines 8-17). On occasion, Unterkoefler asked other friends or acquaintances to assist him when he had more than one job at a time.

As the owner of United Stand Moving, Unterkoefler does not count in the calculation of the number of employees. S.C. Code Ann. §42-1-130. The only evidence Appellant has of any other "employees" of United Stand Moving is his own blind assertion. Appellant does not know how any other friend or acquaintance of Unterkoefler was paid to assist with moving jobs. (R. p. 63, line 16-p. 64, line 16). Moreover, he does not know the relationship between Unterkoefler and any other individual Appellant alleged to be an employee of United Stand Moving. (Id.)

As such, Appellant deferred to the testimony of Unterkoefler. Relying on Unterkoefler's testimony, United Stand Moving did not have any employees. (R. p. 139, lines 8-17). The evidence reflects Unterkoefler never had more than three people helping him at any given time and he performed most of the work himself. (Id.). Unterkoefler operated Sean Unterkoefler d/b/a United Stand Moving himself and merely found "friends here and there" to help him perform jobs. (Id.). When Unterkoefler could not complete a job on his own due to the size of the job or having multiple jobs scheduled at the same time, he asked for help or gave the job to

someone else like Appellant. (R. p. 144, line 19–p. 145, line 17). Unterkoefler did not take any money from a job unless he participated in the job. (Id.) If Unterkoefler participated in the job, he split the proceeds equally with whoever he worked with. (Id.)

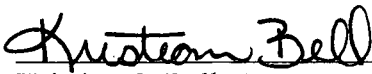
Even if Appellant is found to be an employee of Sean Unterkoefler d/b/a United Stand Moving, which the evidence does not support, there is no evidence to support a finding that anyone else served as an employee of United Stand Moving. The only evidence suggests Unterkoefler occasionally asked people to assist him, and therefore, Sean Unterkoefler d/b/a United Stand Moving did not regularly employ four or more employees. See Harding v. Plumley, 329 S.C. 580, 469 S.E.2d 29 (Ct. App. 1998) (the court found construction company with two employees paid on a consistent basis did not “regularly employ” four employees despite fact that employer occasionally hired two employees for footing and roofing subcontractors, where footing subcontractor was only paid twice during the relevant period and roofer was paid only once).

Without evidence to establish United Stand Moving regularly employed four or more employees, Appellant cannot reach the question of whether eMove is Appellant’s statutory employer. As such, Appellant’s appeal against eMove must fail and the Court should affirm the Appellate Panel’s decision.

CONCLUSION

Therefore, based on the arguments set forth above, and Appellant's lack of evidence establishing eMove as Statutory Employer, Respondents hereby respectfully request this Court affirm the Appellate Panel's decision *in toto*.

Respectfully submitted,
COLLINS & LACY, P.C.

By: 
Kristian C. Bell, Attorney
S.C. Bar No. 76578
Post Office Box 12487
Columbia, South Carolina 29211
(803) 256-2660
(803) 771-4484 (f)
KBell@collinsandlacy.com

ATTORNEYS FOR
RESPONDENTS U-HAUL,
INTERNATIONAL AND NEW
HAMPSHIRE INSURANCE
COMPANY

Columbia, South Carolina

June 9, 2014

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM SOUTH CAROLINA
Workers' Compensation Commission
Andrea C. Roche, Commissioner

WCC File No. 1023143

Case Tracking No: 2013-001896

George Ferguson..... Claimant/Appellant.

v.

New Hampshire Insurance Company,
Carrier for AMERCO/U-HAUL International,
Sean Unterkoefer d/b/a United Stand Moving,
Employer, and the S.C. Workers' Compensation
Uninsured Employers' Fund Defendants/Respondents.

CERTIFICATE OF COUNSEL

The undersigned certifies that Respondents Final Brief complies with Rule 211(b), SCACR and the August 13, 2007 Order from the South Carolina Supreme Court entitled "Interim Guidance Regarding Personal Identifiers and Other Sensitive Information in the Appellate Court Filings."

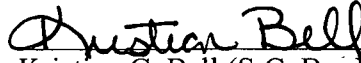
RECEIVED

JUN 09 2014

SC Court of Appeals

[SIGNATURE PAGE TO FOLLOW]

Respectfully Submitted,
COLLINS & LACY, P.C.



Kristian C. Bell (S.C. Bar No. 76578)
Post Office Box 12487
Columbia, SC 29211
(803) 256-2660

ATTORNEYS FOR RESPONDENTS
AMERCO/U-HAUL INTERNATIONAL AND
NEW HAMPSHIRE INSURANCE COMPANY

CERTIFICATE OF COUNSEL

Columbia, South Carolina
June 9, 2014

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM SOUTH CAROLINA
Workers' Compensation Commission
Andrea C. Roche, Commissioner

WCC File No. 1023143

Case Tracking No: 2013-001896

George Ferguson..... Claimant/Appellant.

v.

New Hampshire Insurance Company,
Carrier for AMERCO/U-HAUL International,
Sean Unterkoefer d/b/a United Stand Moving,
Employer, and the S.C. Workers' Compensation
Uninsured Employers' Fund..... Defendants/Respondents.

PROOF OF SERVICE

I hereby certify that I served Respondents' Final Brief upon all counsel, by placing a copy in the United States mail, postage prepaid, on June 9, 2014, to the following:

COUNSEL SERVED:

Stephen B. Samuels, Esquire
Samuels Law Firm, LLC
1320 Richland Street
Columbia, SC. 29201
Attorneys for Appellant

Natasha M. Hanna, Esquire
4717 Jenn Drive, Suite 102
Myrtle Beach, SC 29577
Attorneys for Appellant

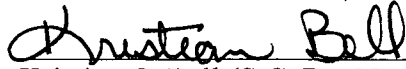
Lisa C. Glover, Esquire
Uninsured Employers' Fund Division
State Accident Fund
Post Office Box 210039
Columbia, SC 29221-0039

Sean Unterkoefer
United Stand Moving
25 Wing Street
Lisbon Falls, Maine 04252

RECEIVED
JUN 09 2014
SC Court of Appeals

[SIGNATURE PAGE TO FOLLOW]

Respectfully Submitted,
COLLINS & LACY, P.C.



Kristian C. Bell (S.C. Bar No. 76578)
Post Office Box 12487
Columbia, SC 29211
(803) 256-2660

ATTORNEYS FOR RESPONDENTS
AMERCO/U-HAUL INTERNATIONAL AND
NEW HAMPSHIRE INSURANCE COMPANY

**PROOF OF SERVICE – RESPONDENTS’
FINAL BRIEF**

Columbia, South Carolina
June 9, 2014